

# CONTRACT FOR OFFICE EQUIPMENT (AIRCON)

This Contract is made and entered into on SEP 14 2012 by and between:

**PHILIPPINE HEALTH INSURANCE CORPORATION - REGIONAL OFFICE VI** with business address at Majestic Building, No. 15 J. De Leon St., Iloilo City, herein represented by its Regional Vice-President, **DENNIS S. MAS, PhD URP**, and hereinafter referred to as "**PHILHEALTH**", and

**TOPMOST DEVELOPMENT AND MARKETING CORPORATION** with business address at Q. Abeto St., Mandurriao, Iloilo City, herein represented by its General Manager, **MR. RAYMUND E. TABUGA**, and hereinafter referred to as the "**SUPPLIER**";

WITNESSETH:

WHEREAS, **PHILHEALTH** invited Bids for certain goods and ancillary services, viz., **Office Equipments (Aircon)**, and has accepted the Bid of **TOPMOST DEVELOPMENT AND MARKETING CORPORATION** for the supply and installation of those goods for Air-conditioning Unit in the sum of **One Hundred Eighty Three Thousand Four Hundred Seventy Five Pesos (PHP 183,475.00)** hereinafter called "the Contract Price".

## NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a. The Bid Form and the Price Schedule submitted by the Bidder;
  - b. The Schedule of Requirements;
  - c. The Technical Specifications;
  - d. The Terms of Reference and its Supplemental Bid Bulletin;
  - e. The General Conditions of Contract;
  - f. The Special Conditions of Contract; and
  - g. The Entity's Notification of Award.
3. In consideration of the payments to be made by **PHILHEALTH** to the "**SUPPLIER**" as hereinafter mentioned, the "**SUPPLIER**" hereby covenants with **PHILHEALTH** to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. **PHILHEALTH** hereby covenants to pay the "**SUPPLIER**" in consideration of the delivery of the Office Equipment (Aircon) and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.
5. **PHILHEALTH** shall impose a penalty in the amount equivalent to 1/10 of 1 percent of the value of the undelivered Office Equipment (Aircon) for each day of the delay as liquidated damages.

**PHILHEALTH** shall hold ten percent (10%) of the total contract price as retention money or as obligation for the "Warranty" in an amount equivalent to Eighteen Thousand Three Hundred Forty Seven Pesos and 50/100 (Php 18,347.50). Said amount shall only be released after the lapse of the warranty period as required under Section 62 (Warranty) of the IRR of RA 9184. Provided, however, that the goods supplied are free from patent and latent defects and all the conditions imposed under this Agreement have been fully met. Provided further, that "**SUPPLIER**" may opt to post a special bank guarantee to at least ten percent (10%) of the total contract price. The said special bank guarantee shall have a validity period covering the whole duration of the warranty period of three (3) years.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year written on the first page hereof.

**TOPMOST DEVELOPMENT AND MARKETING CORPORATION**

By:

  
\_\_\_\_\_  
**RAYMUND E. TABUGA**  
General Manager

**PHILIPPINE HEALTH INSURANCE CORPORATION**


By:

  
\_\_\_\_\_  
**DENNIS S. MAS, PhD URP.**  
Regional Vice-President

**Signed in the Presence of:**

  
\_\_\_\_\_  
**JEIJEN ROSE V. CHU-GAVINO**  
Fiscal Controller IV

  
\_\_\_\_\_  
**MARJORIE A. CABRIETO**  
Division Chief – MSD

  
\_\_\_\_\_  
**GEMMA E. SUÑE**  
Sales Representative

**ACKNOWLEDGMENT**

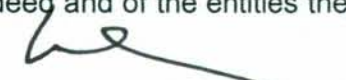
REPUBLIC OF THE PHILIPPINES )  
CITY OF ILOILO ) S.S.

**BEFORE ME**, a Notary Public for and in the City and Province of LOILO CITY, this \_\_\_\_\_ day of SEP 14 2012, personally appeared:

	Competent Evidence of Identity	Issued on/Issue at
<u>DENNIS S. MAS, PhD URP</u>	<u>PHIC I.D. No. 100-853-00</u>	<u>Pasig, City</u>
<u>RAYMUND E. TABUGA</u>	<u>Drivers License No. 03-82-013010</u>	<u>10/20/09 / Don's City</u>

with her competent evidence of identity indicated above known to me and to me known to be the same person who executed the foregoing Contract consisting of two (2) pages including the page on which this acknowledgement is written and signed by the parties and their instrumental witnesses on each and every page thereof and sealed with my notarial seal and they acknowledged to me that the same are their free voluntary act and deed and of the entities they respectively represent

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Book No. XXII ;  
Series of 2012.

  
**ALTHEA B. TUGADO**  
Notary Public  
NOTARY PUBLIC / 31 / 13  
CITY AND PROVINCE OF ILOILO  
IBP NO. 054964 / 01-02-2012  
PTR NO. 3620490 / 01-02-2012  
ROLL NO. 43347 / MCLE NO. 111-0001508  
ISSUED ON DECEMBER 19, 2008